

ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT

THIS ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT ("Agreement") is between The University of Washington (the "University") and Jennifer Cohen ("Athletic Director") (collectively, the "Parties"). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Athletic Director by the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties have entered into this Agreement because the University desires to employ Athletic Director for the period provided and Athletic Director desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Athletic Director's decision to enter into this Agreement and the University's desire to run a stable Department of Intercollegiate Athletics ("ICA"). The Parties agree that, although this Agreement is athletics-related, the primary mission of the University is education, and accordingly, the primary purpose of all the University's legal arrangements, including this Agreement, is the furtherance of the University's educational mission. Athletic Director recognizes the importance of the maintenance and observance of the principles of institutional control over every aspect of the athletic program at the University. Athletic Director agrees to recognize and respect the organizational structure of the University in the execution of her duties under this Agreement.

2. DEFINITIONS

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

- A. "NCAA" shall mean the National Collegiate Athletic Association, and its successor.
- B. "Conference" shall mean the Pacific 12 Conference (the "Pac-12"), its successor or any other athletic conference of which the University may be a member.
- C. "Governing Athletic Rules" shall mean any and all present or future legislation, statutes, codes, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the Conference, or by the Athletic Director in the conduct and administration of the ICA.
- D. "President" shall mean the President of The University of Washington.
- E. "Board of Regents" shall mean the Board of Regents of The University of Washington.
- F. "University Policy" shall mean any and all present or future legislation, statutes, codes, rules, regulations, directives, written policies, bylaws, and orders, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the University, the President, the Board of Regents, or the Washington State Legislature.

3. TERM OF EMPLOYMENT

The term of this Agreement shall begin on June 1, 2016, and shall terminate on May 31, 2021 (the "Term"), with an option to extend the termination date to May 31, 2023, after a review on or after the end of the second contract year of this Agreement at the President's discretion, subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign

a written agreement to do so. Athletic Director agrees that oral agreements to renew or extend this Agreement are invalid and nonbinding. This Agreement in no way grants Athletic Director a claim to tenure in employment, nor shall Athletic Director's service pursuant to this Agreement count in any way toward tenure at the University.

4. ATHLETIC DIRECTOR'S DUTIES AND RESPONSIBILITIES

- A. **Recognition of Duties.** Subject to the other provisions of this Agreement, the Athletic Director shall devote her best efforts full-time to leadership, supervision, planning, coordination, and promotion of ICA. Athletic Director will report directly to and act and perform to the reasonable satisfaction of the President, or the President's designee, who will determine Athletic Director's duties and responsibilities.
- B. **General Duties and Responsibilities.** In her position as Athletic Director, she is responsible for the duties normally associated with an athletic director at a Division I intercollegiate athletics program including: maintaining a high level of leadership, having a strong commitment to the University's expectations for an athletics program run with integrity, student-athlete academic success and progress to graduation, high athletic achievement, financial solvency, student-athlete conduct and welfare, compliance with the Governing Athletic Rules and University Policy, personnel supervision and evaluation, scheduling assistance, promotions, public relations, development activities and the overall effective performance of ICA's student-athletes and coaching staff.
- C. **Specific Duties and Responsibilities.** The duties and responsibilities assigned to the Athletic Director in connection with ICA are set forth below. The list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:
- (1) Creating, enforcing, interpreting, and reviewing ICA's policies, procedures and strategic plan.
 - (2) Assuring that the University has plans, policies, procedures and programs that are in compliance with the Governing Athletic Rules and University Policy, and that promote the mission of the University, the University's high standard of academic excellence, and the general welfare of student-athletes;
 - (3) Understanding, observing and upholding all academic standards and requirements of the University, including the University Policy, Governing Athletic Rules, and all applicable state and federal laws, and ensure compliance by coaches and other ICA personnel;
 - (4) Using her best efforts to ensure that all academic standards, requirements, University Policy and Governing Athletic Rules are observed, including those in connection with the recruiting and eligibility of prospective and current student-athletes who are academically qualified;
 - (5) Developing procedures and programs that assure the welfare of student-athletes; ensuring that coaching and administrative staff actively support ICA and the University's joint commitment to academic achievement for each student-athlete, to include promoting academic advising and counseling services; maintaining an environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates;
 - (6) Conducting herself at all times in a manner consistent with her position as an instructor of students; and developing procedures and programs that promote satisfactory academic per-

- formance and progress of student-athletes towards obtaining a baccalaureate degree in conjunction with their participation in athletics;
- (7) Promoting athletic excellence and a competitive program on local, Conference and national levels for the men's and women's intercollegiate varsity sports programs;
 - (8) Responsibility for the recruitment, the hiring and the terms and conditions of employment of all head coaches, with consultation and approval by the President as appropriate;
 - (9) Maintaining responsibility for the supervision and conduct of the head coaches and their activities. This responsibility shall include, without limitation, providing annual evaluations of such head coaches;
 - (10) Maintaining responsibility for hiring and supervising all administrative and other ICA personnel as deemed appropriate for the proper and effective functioning of a major intercollegiate athletic program in the framework of the values and traditions of the University, consistent with the University Policy and Governing Athletic Rules, and with the supervision and approval of the President as appropriate;
 - (11) Maintaining effective relations with NCAA and Conference governing boards, and University alumni, students, faculty (including the ICA Faculty Athletic Representative), staff and Regents; and, serving on any appropriate NCAA, Conference, or University governing or oversight body;
 - (12) Ensuring the fiscal integrity of ICA; developing strategic plans and budgets for ICA and its programs; raising private funds; monitoring the expenditure of all funds consistent with all state and federal laws, University Policy, and Governing Athletic Rules;
 - (13) Participation in existing fundraising programs and developing new fundraising initiatives for ICA;
 - (14) Identifying needs for renovation and repairs consistent with principles of equal access and University Policy; negotiating and recommending ICA marketing, and sponsorship arrangements consistent with University Policy;
 - (15) Consulting regularly with the Office of the Attorney General, Internal Auditor, or other University component regarding the interpretation of applicable rules, laws, policies, or regulations, and bring any differences of opinion to the President for resolution; assist the Internal Auditor, Office of the Attorney General, or other designated individuals in investigating all cases where an alleged violation of a University Rule or Governing Athletic Rule has or may have occurred;
 - (16) Promoting the University's commitment to equal opportunity, diversity, and compliance with Title IX;
 - (17) Maintaining responsibility for overseeing and assisting with scheduling athletic events and games, and identifying and recommending addition or removal of University athletic teams;
 - (18) Reporting to the Regents when requested by the President or the Regents on topics related to the duties contemplated by this Agreement; and
 - (19) Performing such other duties as assigned from time to time by the President or the President's designee.

D. NCAA and Other Governing Athletic Rules and University Policy.

- (1) Athletic Director agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletic Rules and University Policy. In the performance of all her duties and obligations under this Agreement, Athletic Director will abide by and comply with all Governing Athletic Rules and University Policy and all decisions issued by the University. Violations of any Governing Athletic Rules or University Policy by Athletic Director will be sufficient cause for disciplinary action.
- (2) It shall be the responsibility of Athletic Director to promote an atmosphere of compliance within ICA and to monitor the activities regarding compliance of all coaches and other administrators interacting with ICA who report directly or indirectly to Athletic Director. If, at any time during the Term of this Agreement, Athletic Director knows, or has reasonable cause to believe that any coach, student athlete, student, faculty member, or agent or employee of the University, or any outside individual has violated, or allowed or caused to be violated, any Governing Athletic Rules or University Policy, or if Athletic Director receives notice or information that the NCAA or the Conference intends to investigate or to review any alleged violations of Governing Athletic Rules or University Policy, or if Athletic Director receives notice or information that any law is alleged to have been violated by any student-athlete or coach within ICA, including herself, she must immediately report such information, knowledge or belief to the President and the Office of the Attorney General.
- (3) If Athletic Director is found to be in violation of Governing Athletic Rules, whether while employed by the University or during prior employment at another NCAA member institution, Athletic Director shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Athletic Director may be terminated as provided in Section 7.A of this Agreement.

5. OTHER EMPLOYMENT

During the Term of this Agreement, Athletic Director shall either: (a) not engage in any other employment, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any income or benefit from sources outside the University; or (b) be permitted to engage in outside employment only after receiving the prior written approval of the President. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Athletic Director shall make a written annual report to the President specifying the amount of all income and benefits from approved sources outside the University. Except when Athletic Director is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Athletic Director may not be identified as the Athletic Director of the University (1) for purposes related to any employment, consulting, or athletically related activities of Athletic Director, other than for the University, or (2) in connection with Athletic Director's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

6. COMPENSATION AND BENEFITS

A. Base Salary.

- (1) Effective the execution date of this Agreement, the annual base salary for duties performed by Athletic Director under this Agreement shall be \$460,000 gross, payable in twelve (12)

monthly installments, in accordance with established University and State of Washington payroll procedures.

- (2) Athletic Director will also receive all other regular employment benefits provided by the University to ICA personnel under the Personnel Program for Contract Staff, including the program's leave benefits, and all such benefits under the Personnel Program for Contract Staff may be modified or terminated. The Personnel Program in effect at the time this Agreement is entered into, or as thereafter amended, shall apply to the Athletic Director and to this Agreement, and the terms of the Personnel Program are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Personnel Program, the terms of this Agreement shall prevail. Athletic Director acknowledges and agrees that such regular employment benefits may be modified from time to time, including, without limitation, terminated, as provided for by legislative action of the State of Washington or by action of the Board of Regents. Athletic Director shall consult with the human resources personnel of ICA for the most up-to-date version of the Personnel Program for Contract Staff.
- (3) Any reimbursement for expenses shall be in accordance with established University Policy and State of Washington payroll procedures.

B. Fringe Benefits. For the period that Athletic Director serves as the University's Athletic Director, she will also be entitled to the compensation and benefits found in this Section 6.B. Each of these benefits is subject to the University Policy and Governing Athletic Rules. In the event any of these benefits does not comply with the University Policy and Governing Athletic Rules, the non-compliant benefit(s) shall be null and void.

- (1) Automobile. For the period that Athletic Director is the Athletic Director at the University, she is eligible to participate in the University's Courtesy Car program and be assigned two vehicles. Participation is at the sole discretion of the President, or the President's designee, and can be withdrawn by the President at any time. Any cost of insurance shall be borne by Athletic Director. The use of such vehicle for official purposes shall be at University expense. The Athletic Director is responsible to pay taxes on the annual leased value of the vehicle in accordance with IRS rules and established University policies and procedures for the Courtesy Car program.
- (2) Country Club Membership. For the period that Athletic Director is the Athletic Director at the University, she will receive one (1) full country club membership that may include membership for the Athletic Director's spouse and children. The University shall pay for Athletic Director's monthly dues and expenses incurred as a result of furthering the University's purposes and interests, but Athletic Director shall be responsible for payment of any personal expenses incurred as a result of the membership. The University shall maintain all property rights and ownership interests in the membership.
- (3) Spousal/Family Travel. It is understood by the parties that while Athletic Director is serving as the Athletic Director at the University, her spouse and/or children may be called upon from time to time to travel and/or attend various functions on behalf of the University to the benefit of the University. When engaged in such activities and subject to any limitations or conditions placed by state and federal laws or University Policy, Athletic Director's spouse and children will be entitled to reimbursement for travel and other reasonable and necessary expenses incurred while Athletic Director is engaging in such official activities, in accordance with established University and State of Washington payroll and travel procedures, and provided that such activities have the prior approval of the President.

C. Retention Compensation. The Parties acknowledge that developing and maintaining an

elite intercollegiate athletics program that is equivalent, if not superior to, other similarly situated institutions of higher education requires a long-term commitment from both the University and the Athletic Director. As an incentive to the Athletic Director to remain an employee of the University for the full term of this Agreement, the Parties hereby agree that, in addition to base salary and all other forms of compensation provided for by this Agreement, the Athletic Director will receive the following retention compensation in accordance with the distributions and conditions set forth below:

May 31, 2017	\$60,000
May 31, 2018	\$60,000
May 31, 2019	\$60,000
May 31, 2020	\$60,000
May 31, 2021	\$60,000

The University will establish on its books a retention compensation account (the "Account") for the purpose of measuring its obligation to pay Athletic Director retention compensation as described below. All amounts credited to the Account shall remain at all times assets of the University unless paid out in accordance with this clause. The Account shall be invested in the University's Investment Fund ("IF"), and shall not be invested in or made a part of the University's Consolidated Endowment Fund.

- (1) On May 31, 2017, so long as Athletic Director is still the University's Athletic Director, the University will credit \$60,000 to the Account. Thereafter, on each subsequent May 31 through May 31, 2021, on which Athletic Director continues to be the University's Athletic Director, the University will credit \$60,000 to the Account.
- (2) As of the last day of each calendar quarter, and as of such other times, if any, as the University determines in its sole discretion, the University will adjust the Account to reflect the equivalent percentage of income, gains, and unrealized appreciation of the IF, if any, since the preceding adjustment date. The Account will continue to be adjusted under this clause (2) until all amounts due under Section 6.C.(1) have been paid to Athletic Director or her beneficiary(ies) or have been forfeited as specified in subsection (4) below. Upon full payment or forfeiture of benefits, the balance of the Account shall be reduced to \$0 and no further amounts will be due under this Section 6.C.
- (3) In the event Athletic Director remains the Athletic Director continuously through the entire term of this Agreement, the balance of the Account, including credits under Section 6.C.(1) and adjustments under Section 6.C.(2), will be paid to her on or before the next September 1st.
- (4) If Athletic Director does not remain employed as Athletic Director continuously through the entire term of this Agreement as provided by the terms of this Agreement, the balance of the Account will be forfeited, unless employment ended because of Athletic Director's death or unless the termination is without cause, then Athletic Director shall receive the retention compensation set aside before the date of termination in accordance with Section 7.B of this Agreement.
- (5) In the event that Athletic Director dies while amounts remain credited to the Account, the balance of the Account will be paid within sixty (60) days following death, in a single lump sum to the beneficiary or beneficiaries last designated by Athletic Director in writing to the President. If no such beneficiary has been designated, or if no designated beneficiary survives Athletic Director, the Account will be paid to Athletic Director's spouse or, if none, her estate.

Athletic Director's rights under this Section 6.C will be solely those of an unsecured general creditor of the University. The Account and right to any payments under this Section 6.C will not be alienable by assignment or any other method and may not be taken by Athletic Director's creditors by any process whatsoever, except to the extent required by law.

- D. Performance Incentives.** Athletic Director shall be entitled to receive additional non-salary compensation, of up to \$100,000 per year, from the University in the form of the following stated incentive payments for increased responsibilities, provided that all athletic teams and programs are in compliance with all Governing Athletic Rules and University Policy, and there are no pending or active investigations for any "aggravation" violation (as defined or used by the NCAA), or any other serious or major violation (as determined by the President in her sole discretion) of which Athletic Director knew or should have known. Each incentive payment earned is a one-time payment and is not cumulative from contract year to contract year. Any discrepancies, ambiguities, or questions regarding the Athletic Director's ability to earn any performance incentive shall be resolved by the President in her or his sole discretion.

(1) Academic Achievement Incentives

- (a) Academic Progress Rate (APR). Beginning with the determination of the APR of ICA for the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, the Athletic Director shall earn \$25,000 if the APR is greater than or equal to 980, or \$15,000 if the APR is greater than or equal to 975 but less than 980 for that academic year.
- (b) Academic All-Americans. Beginning with the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, Athletic Director shall earn \$15,000 if (i) two (2) or more student athletes achieve Academic All-America player status, as calculated by CoSIDA, or (ii) twenty (20) or more student athletes achieve Academic All-Pac-12 player status (or other such similar designation awarded by the Conference in the President's sole discretion), as calculated by the Pac-12 for that academic year.

(2) Community Outreach and Department Welfare Incentive

Beginning with the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, Athletic Director will be eligible to receive incentive compensation for the development of athletic program outreach, culture, reputation, and student body support on campus, including, but not limited to, integration and support of campus constituencies, local community involvement, development of community support for the athletic program, national leadership in athletics, and student-athlete, coach, and staff citizenship. Incentive compensation shall not exceed the amount of \$35,000 per year, and the amount earned will be within the sole reasonable discretion of the President. The President shall inform the Athletic Director of her determination regarding this incentive payment before the end of the academic year to which the determination applies. In addition to the foregoing, the President's determination will be based on student athletes' satisfaction with the program, fundraising, and no level 1 or 2 NCAA violations or multiple level 3 or 4 violations that result in a level 1 violation as determined by the NCAA after final adjudication, unless final adjudication does not occur due to a summary disposition or settlement agreement. If such violations come to light after an incentive under this subsection (2) has been paid, then the incentive payment for the year in which the violations occurred shall be returned to the University.

(3) Athletic Program Achievement Incentives

- (a) Director's Cup. Beginning with the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, Athletic Director shall earn \$10,000 if the University's NACDA Director's Cup ranking is 20th or higher, or \$5,000 if the ranking is at least 30th but less than 20th for that academic year. The maximum payment amount that can be earned by Athletic Director for this incentive is \$10,000 per academic year.
- (b) National or Conference Championships. Beginning with the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, Athletic Director shall earn \$20,000 if a University athletic team managed by ICA wins (i) an NCAA or IRA national championship or (ii) two (2) Conference championships during that academic year. The maximum payment amount that can be earned by Athletic Director for this incentive is \$20,000 per academic year.
- (c) Bowl and Tournament Appearances. Beginning with the 2016-2017 academic year, and for each subsequent academic year through the 2020-2021 academic year, Athletic Director shall earn \$10,000 if (i) the men's or women's basketball team appears in their respective NCAA basketball tournament, or (ii) the football team appears in a bowl game. The maximum payment amount that can be earned by Athletic Director for this incentive is \$10,000 per academic year.

The University shall deliver to Athletic Director payment for such incentive compensation for an academic year, beginning with the 2016-2017 academic year and for each subsequent academic year through the 2020-2021 academic year, after the University has determined that an incentive has been achieved, the payment amount due for the achievement, and that the conditions for such payment have been met, including Athletic Director's compliance with Section C of this Agreement. Once this determination has been made, such incentives shall be paid to Athletic Director within (30) days, provided Athletic Director remains employed by the University on the date the post season competition takes place or at the time the achievements have been met (*i.e.*, incentive compensation does not vest and is not earned unless Athletic Director remains employed by the University on the date the incentive is earned in accordance with this Section).

- E. Deductions from Compensation.** Payments to Athletic Director by the University pursuant to the terms of this Agreement shall be subject to all withholdings and deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized by Athletic Director in writing.

Athletic Director recognizes and understands that there may be personal tax consequences attributable to Athletic Director as a result of the incentives and perquisites provided in this Section and that Athletic Director is personally responsible for any and all such taxes.

7. **SUSPENSION AND TERMINATION**

- A. Suspension and/or Termination by the University for Cause.** The University shall have the right and option to either suspend Athletic Director for a period of time with or without pay or to terminate Athletic Director's employment and this Agreement for cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment, except those required by applicable law, or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to Athletic Director for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Athletic Director as a result of the University's termination of her employment. For purposes of this Agreement, the term

"cause" shall include, without limitation, any of the following:

- (1) Failure or refusal by Athletic Director to perform any of the obligations, duties or responsibilities outlined in Section 4 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Athletic Director's abilities, except where such failure is the result of a disability, as that term is used in Section 7.E; or
- (2) An "aggravation" violation (as defined or used by the NCAA), a serious or major violation (as determined by the President in her sole discretion) or a pattern of such violations, whether intentional or negligent, by Athletic Director of any Governing Athletic Rules or University Policy, which violation may, in the sole judgment and discretion of the President, reflect adversely upon the University, ICA, or the University, including, but not limited to, any violation which may result in the University being investigated or placed on probation by the NCAA or any Conference; or
- (3) An aggravation violation or a pattern of violations of any Governing Athletic Rules or University Policy, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by Athletic Director or any coaching staff or other person under Athletic Director's supervision and direction, including ICA student-athletes, which violation was known (or reasonably should have been known) by Athletic Director in the course of her normal duties, and which may, in the sole judgment and discretion of the President, reflect adversely upon the University, ICA, or the University, including, without limitation, any violation which may result in the University being investigated or placed on probation by the NCAA or the Conference; or
- (4) Failure by Athletic Director to report immediately to the President any alleged violations of the Governing Athletic Rules or University Policy by Athletic Director or by members of Athletic Director's coaching staffs, student-athletes, or other persons under Athletic Director's direct control or authority that become known to Athletic Director; or
- (5) Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of ICA; or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or
- (6) Any fraud or dishonesty by Athletic Director while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the Regents, the University, the NCAA, or the Conference pertaining to ICA, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the ICA; or
- (7) Any conduct, including acts or omissions, that intentionally, knowingly, or recklessly misleads the University about any matters related to ICA, including matters related to any coaches or other staff members or any student-athletes; or
- (8) Any prolonged absence from the performance of Athletic Director's obligations, duties and responsibilities under this Agreement without prior consent of the President, except for approved absences for vacation, illness, disability, or other approved or protected absences under University Policy or applicable law or ordinance; or

- (9) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or
- (10) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Policy or Governing Athletic Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Policy or Governing Athletic Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s); or
- (11) Any conduct (a) that the University administration reasonably determines is unbecoming to the Athletic Director, or which reasonably brings into question the integrity of the Athletic Director, or that would render Athletic Director unfit to serve in the position of Director of Athletics and reflects poorly on the University, the Regents, or ICA; or (b) resulting in a criminal charge being brought against Athletic Director involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or
- (12) Misconduct by associate or assistant athletic directors, by a coach or by her staff, or by any other ICA personnel, of which the Athletic Director knew, had reason to know, or should have known through the exercise of reasonable diligence or which Athletic Director condoned, of such a nature, as reasonably determined in the discretion of the President, that would tend to bring disrespect, contempt or ridicule upon the University, the Regents, or ICA, or which brings discredit to or which harms the reputation of the University, the Regents, or ICA; or
- (13) Any significant or repetitive acts or omissions committed by the Athletic Director that are materially or seriously prejudicial to the best interests of ICA or the University; or
- (14) Any cause adequate to sustain the termination of any regular staff employee of the University.

Cause sufficient to satisfy the provisions of this Section shall be solely determined in good faith by the President. Prior to such determination, the President shall provide written notice of the proposed suspension or termination to Employee, detailing the reasons for the proposed suspension or termination and setting forth a reasonable time within which Employee may respond. Employee shall have the procedural right to a meeting with the President relating to such proposed termination. This right to a meeting with the President shall be in lieu of any right to further review or administrative process that may be provided for under University Policy, Professional Staff Program, and state law. Employee voluntarily and knowingly waives any procedural right that she may have to an administrative review of any termination action. The University shall have no obligation to use progressive discipline regarding any Athletic Director misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.

B. Termination by the University Without Cause. The University shall have the right to terminate Athletic Director's employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Athletic Director pursuant to this Agreement shall cease as of the date of any such termination, (2) Athletic Director shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al), and (3) the University will pay to Athletic Director, in lieu of any and all other legal remedies or equitable relief available to Athletic Director, liquidated damages equal to one-half of

the guaranteed base salary for the remainder of the term of this Agreement.

Athletic Director acknowledges her obligation to minimize the liquidated damages due to her under Section 7.B and agrees to make every reasonable effort to obtain other employment as long as the University has the obligation to make payments under Section 7.B. If the Athletic Director obtains new employment, the University's financial obligations under Section 7.B shall be reduced by the base salary received by Athletic Director in her new position, whether in cash, or deferred payments. If Athletic Director's base salary in her new position exceeds that which Athletic Director would have been paid at the University, the University's financial obligations shall immediately cease. Athletic Director shall immediately, upon acceptance of other employment, notify the President in writing of such employment and the base salary to be paid to Athletic Director for the employment. In addition, Athletic Director agrees to provide the University with a copy of her W-2 form for each calendar year as long as the University has the obligation to make payments under Section 7.B.

If the University ends this Agreement without cause prior to the termination date stated in Section 3, in accordance with the provisions of Section 7.B hereof, the University in no case shall be liable for Athletic Director's loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, media appearance, personal appearance, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships or from any other sources that may result from the University's termination of this Agreement without cause.

- C. **Termination of Employment by Athletic Director.** The Parties agree that Athletic Director has special, exceptional, and unique knowledge, skill, and ability which, in addition to the continuing acquisition of experience at the University, as well as the University's special need for continuity in its athletic program, render Athletic Director's services unique. Athletic Director further recognizes that her promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ her as Athletic Director. Athletic Director also recognizes that the University is making a highly valuable investment in her continued employment by entering into this Agreement and its investment would be lost or diminished were she to resign or otherwise terminate her employment as Athletic Director with the University prior to the expiration of this Agreement and obtain the same or similar position at another university. Accordingly, Athletic Director agrees that he/she shall not to seek or apply for other positions without prior notice to the President.

In the event Athletic Director resigns or otherwise terminates her employment under this Agreement prior to the expiration of the initial term of this Agreement and accepts the same or similar position at another intercollegiate athletic program, she shall pay to the University, in lieu of any and all other legal remedies or equitable relief available to the University as a result of such a resignation or termination by Athletic Director, as liquidated damages, and not as a penalty, one-half the annual guaranteed base salary for the remainder of the term of this Agreement. Payment of said liquidated damages will be in a single lump sum amount with payment to be made within 60 days of the effective date of Athletic Director's resignation or termination pursuant to this Section 7.C (the "Resignation Date"). If Athletic Director terminates her employment under this Agreement prior to its expiration, in accordance with this Section 7.C, her compensation and benefits, to the extent not already vested, shall cease upon the Resignation Date.

- D. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Athletic Director nor the University shall be entitled to receive, and each hereby waives any claim against the

other, and their respective officers, directors, agents, employees, successors, and personal representatives for damages of any kind, whether direct, consequential, or by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from any speech or appearance or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Athletic Director of information or documents required by law. Athletic Director acknowledges that, in the event of termination of this Agreement for cause, without cause, or otherwise, Athletic Director shall have no right to occupy the position of athletic director and that her sole remedies are provided herein and shall not extend to injunctive relief.

- E. **Termination for Disability/Death.** If Athletic Director dies or becomes permanently disabled to the extent that, in the judgment of the President, Athletic Director cannot satisfactorily perform the duties of Athletic Director ("Inability to Perform"), this Agreement shall terminate and all obligations of the University to compensate Athletic Director pursuant to this Agreement shall cease as of the date of such death or disability. Provided, however, that nothing in this Section shall negate Athletic Director's rights under applicable state and/or federal law, including, without limitation, the right to reasonable accommodation. The University shall be obligated to compensate Athletic Director or Athletic Director's estate in accordance with this Agreement for services performed prior to the termination date and, Athletic Director or Athletic Director's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Athletic Director is or was enrolled.

8. MISCELLANEOUS

- A. **Merger and Amendment.** The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.
- B. **Unenforceability of Provisions.** The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.
- C. **Governing Law and Jurisdiction.** This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Washington. The University and Athletic Director agree that venue for any dispute arising from or related to employment shall be in the state or federal courts within King County, Washington. No defenses available to the University in federal court are waived by this Agreement.
- D. **Exemptions, Privileges, and Immunities.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- E. **Mutual Understanding.** Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.
- F. **Confidentiality; University Records.** All materials or articles of information, including, without limitation, financial records, personnel records, recruiting records, team information, films,


statistics and any other material or data furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's or Athletic Director's direction or supervision, are and shall remain the sole and confidential property of the University. Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Athletic Director shall immediately cause any such materials in her possession or control to be returned and delivered to the University and she shall not be entitled to retain any copies thereof without the written permission of the President or her designee, which shall not be unreasonably withheld. At the same time, Athletic Director shall return all credit cards, keys, access cards, or any other equipment or item issued to her by the University.

- G. **Counterparts.** This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement.
- H. **Disclosure.** The parties acknowledge and agree that the University is required to comply with the Washington Public Records Act.
- I. **Review.** This Agreement is subject to review and approval by the President or the President's designee.

IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, has executed this Agreement effective as of the last date written below.

UNIVERSITY OF WASHINGTON

ATHLETIC DIRECTOR

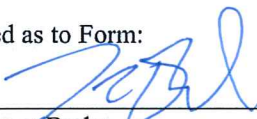
By: 

Ana Mari Cauce
President

By: 

Jennifer Cohen
Athletic Director

Approved as to Form:



James Buder
Assistant Attorney General